

ONCOR

ONCOR COMMUNICATIONS, INC.

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VIA MESSENGER

April 28, 1995

Secretary's Office
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554



Re: Filing of the Reply Comments of Oncor Communications,
Inc. Docket No. 92-77

Enclosed herewith is one original and four copies of the above referenced matter. Only one copy was filed inadvertently yesterday. Please file and return a stamped copy to my office via messenger. If you have any questions, please give me a call.

Sincerely,

A handwritten signature in dark ink, appearing to read "GMC", written over the typed name of Gregory M. Casey.

Gregory M. Casey
Sr. Vice President
Regulatory & Telco Relations

RECEIVED

APR 27 1995

FCC MAIL ROOM

Enclosures

GMC:na
6806C

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)

Billed Party Preference)
for 0+ InterLATA Calls)

CC Docket No. 92-77

Disclosures by Operator)
Service Providers of)
Serving Public Phones)

RM No. 8606

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REPLY COMMENTS

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April 27, 1995

ONCOR COMMUNICATIONS, INC.
Gregory M. Casey
Senior Vice President -
Regulatory and Telephone
Company Relations
6707 Democracy Blvd., Suite 800
Bethesda, Maryland 20817

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)

Billed Party Preference)
for 0+ InterLATA Calls)

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REPLY COMMENTS

In its comments, Oncor has stressed the need to address market forces rather than symptoms in order to alleviate high OSP rates. Neither BPP, the NAAG petition nor the Comptel rate ceiling address the real driving forces behind OSP rates. Therefore, all will fail.

HIGH OSP RATES ARE SYMPTOMS OF MARKET PROBLEMS DIRECTLY RELATED TO AT&T'S ACTIONS.

The main proponents of Billed Party Preference, MCI and Sprint both have recognized the need to pay commissions in order to gain 0+ market share. Despite their protestations that the rate ceiling is too high¹ they fail to reveal that each has

¹ See Sprint Comments at 7. Sprint, we should note, is the company that has incurred billion dollar losses, all subsidized by the local rate payer through its corporate parent Sprint Corporation (also known as United Telephone). One can assume that if Sprint did not have it's monopoly parent and local

engaged in the duplicitous action of creating a separate subsidiary to charge commission and surcharges.

Sprint, on information and belief, currently engages in surcharging through its subsidiary, ASC Telecom. Attached is the tariff used by Sprint to engage in pricing that is substantially in excess of their so called "low" rates. This tariff, containing rates that Sprint considers "gouging", was file on April 4, 1995². Sprint's comments, therefore, are void for a lack of credibility. Their actions, though, show that competitive necessity in the 0+ market demands the ability to pay high commissions per call.

Similarly, despite pro-consumer rhetoric, MCI engages in the same surcharging as Sprint and other OSPs through its subsidiary Telecom USA. The Telecom USA tariff is not readily locateable at the FCC. MCI, at least, did not file Telecom USA's tariff in the middle of this proceeding and their use of the subsidiary has been well known by those who work in the industry for years.

AT&T'S MARKETING TACTICS HAVE DRIVEN HIGHER OPERATOR SERVICE RATES FROM ALL OSPS, INCLUDING AT&T, MCI AND SPRINT.

rate payers subsidizing it to the tune of several billion dollars, Sprint would not be around to comment in this proceeding.

² Having shown no remorse in gouging local rate payers, Sprint is now prepared to engage in what it considers "gouging" of long distance users.

40 million CIID cards issued under false pretenses, AT&T's remonopolization of the hotel 0+ market, AT&T's billion dollar operator rate increase subsequently paid as commission; all have lead to volume reductions and the need for OSPs, MCI and Sprint to pay higher commissions and charge higher rates in order to keep premise owner customers³. Sprint recognizes it. MCI recognizes it. The commission should recognize it and address the market problems if it wants to see OSP rates come down permanently, legally and effectively.

Every suggested solution to high rates to date neglects long standing Commission precedent relating to competition and the Commission's treatment of non-dominant carriers. The NAAG petition is a quick-fix that punishes the victims of AT&T's marketing tactics. Comptel's rate ceiling has more promise since it does take carrier costs into account, but it does not address the underlying reason those costs are high. BPP costs too much and would, as everyone knows, only serve to reallocate market share to the junior oligopoly players, MCI and Sprint.

On the eve of seven new behemoth long distance players, the RBOCs, entering the operator service market, the situation is

³ The ultimate irony is that AT&T has recently filed to be declared "non-dominant" yet AT&T's rates (or some nominal percentage thereof) are continually cited as the only rates that are acceptable. MCI and Sprint most certainly will, if they haven't already, follow AT&T's rate increases in lockstep, unless of course they continue to form separate higher rated subsidiaries.

bound to get more complicated. If the Commission thinks consumers are confused now, wait until MCI, Sprint, AT&T and the RBOCs are all vying for 0+ traffic. Certainly, the resolution of this issue by the FCC has long term implications about the FCC's ability to resolve complicated market structure problems.

The Commission should immediately institute a 0+ market structure rule making and establish rules that at least answer the following questions:

1. Under what circumstances is the issuance of a proprietary card just and reasonable? Should the dominant carrier be obligated to make its proprietary card available to other carriers on a non-discriminatory basis?
2. To the extent that carriers are required to justify their rates under TOCSIA, what are the appropriate criteria for analysis of non-dominant and dominant carrier's rates?
3. What level of commissions and surcharges are just and reasonable? Should a distinction be made between dominant and non-dominant carriers in making that determination?

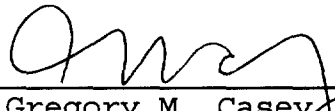
4. What are appropriate market incentives to drive price advantages to consumers?
5. What are appropriate market incentives to push innovation to consumers?

CONCLUSION.

The current proposals prejudice the answers to these questions. By enacting rules that address the real issues, the Commission will ensure a long term viable market that works to achieve express Federal Communications Commission goals.

Respectfully submitted,

ONCOR COMMUNICATIONS, INC.

By: 

Gregory M. Casey
Senior Vice President -
Regulatory and Telephone Company
Relations
Oncor Communications, Inc.
6707 Democracy Blvd.
Bethesda, MD 20817
(301) 571-8600

April 26, 1995

c:\2-9277.425

ASC TELECOM, INC.
8140 Ward Parkway
Kansas City, MO 64114

April 4, 1995

Transmittal No. 4

Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 20554

Attention: Common Carrier Bureau

To the Secretary:

The accompanying tariff materials are being sent to you for filing in compliance with the requirements of Section 226 of the Communications Act of 1934, as amended by the "Telephone Operator Consumer Services Improvement Act of 1934". Issued by ASC Telecom, Inc. ("ASC") and bearing its Informational Tariff, the proposed changes are scheduled to become effective April 5, 1995 on not less than same day's notice.

This material consists of revised ASC tariff pages as indicated on the following Check Sheet:

Informational Tariff, 3rd Revised Page 1

In this filing, ASC is proposing rate increases and decreases to its ASC Operator Service Rate Schedule Nos. 1, 2, 3, and 4. In addition, ASC is introducing its ASC Operator Service Rate Schedule Nos. 5 and 6. The original of this transmittal letter, along with FCC Form 159 and a check in the amount of \$565.00 was sent to the Federal Communications Commission, c/o Mellon Bank, Three Mellon Bank Center, 525 William Penn Way, 27th Floor, Room 153-2713, Pittsburgh, PA (Attention: Wholesale Lockbox Shift Supervisor) for delivery this date. If you

need further information, please contact the undersigned at 8140 Ward Parkway,
Kansas City, MO 64114, 913-624-4179 (FAX NUMBER 913-624-4149).

Respectfully submitted,

ASC TELECOM, INC.

Michael D. Gardner /ms
Michael D. Gardner

Attachments (Tariff Pages (54) and Diskettes)

cc: Tariff Reference Room (Tariff Pages and Diskettes) (By Hand)
ITS (Tariff Pages and Diskettes) (By Hand)
Mr. Frank Hopwood (Tariff Pages Only) (By Hand)

Informational Tariff

of

ASC Telecom, Inc.

This informational tariff includes the rates, charges, terms and conditions of service for the provision of interstate operator-assisted services by ASC Telecom, Inc. ("ASC"). ASC's services include the provision of operator assisted collect, telco card, third party, person-to-person, credit card, and "time and charges" calls.

This tariff is filed for informational purposes only pursuant to Section 226 of the Communications Act of 1934, as amended by the "Telephone Operator Consumer Services Improvement Act of 1990" ("The Act").

Effective Date:
January 1, 1995

Michael Gardner
ASC Telecom, Inc.
8140 Ward Parkway
Kansas City, MO 64114

CHECK SHEET

The Title Page and pages 1 through 42, inclusive of this tariff, are effective as of the date shown.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	*3rd	38	*2nd				
2	Original	39	*2nd				
3	Original	40	1st				
4	Original	40.1	*Original				
5	Original	40.2	*Original				
6	Original	40.3	*Original				
7	Original	40.4	*Original				
8	Original	40.5	*Original				
9	Original	40.6	*Original				
10	Original	40.7	*Original				
11	Original	40.8	*Original				
12	Original	40.9	*Original				
13	Original	40.10	*Original				
14	Original	40.11	*Original				
15	Original	41	Original				
16	Original	42	*1st				
17	*2nd						
18	*2nd						
19	Original						
20	*2nd						
21	*2nd						
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23	1st						
24	*2nd						
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27	*2nd						
28	*2nd						
29	1st						
30	*3rd						
31	*3rd						
32	1st						
33	*3rd						
34	*3rd						
35	1st						
36	1st						
37	*2nd						

* New or revised page

Effective Date:
April 5, 1995

Michael Gardner
 ASC Telecom, Inc.
 8140 Ward Parkway
 Kansas City, MO 64114

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Effective Date:
January 1, 1995

Michael Gardner
ASC Telecom, Inc.
8140 Ward Parkway
Kansas City, MO 64114

SECTION 1 - TERMS AND CONDITIONS

1.1 Definitions

Aggregator - Any person, business, firm, entity, etc. that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using the services of ASC Telecom, Inc.

ASC - Used throughout this tariff to refer to ASC Telecom, Inc.

Collect Call - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Credit Card - A billing convenience whereby the End User may bill charges for a call to an authorized national bank charge card such as VISA, MasterCard or American Express. Terms and conditions of the agreement between the credit card company and its patrons will apply to payment arrangements.

Company - Used throughout this tariff to refer to ASC Telecom, Inc. unless otherwise clearly indicated by the context.

Customer, Consumer or End User - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges. The Customer, Consumer or End User is typically a member of the transient public and, as such, does not contract directly with the Company for provisioning or termination of service.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call without any operator assistance.

FCC - Federal Communications Commission

Holidays - The term "Holidays" denotes all ASC-specified holidays: New Year's Day#, President's Day*, Memorial Day*, Independence Day#, Labor Day, Thanksgiving Day, Columbus Day*, Veteran's Day#, Martin Luther King, Jr. Day* and Christmas Day#.

* Applies to Federally-observed day only.

When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

Effective Date:
January 1, 1995

Michael Gardner
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SECTION 1 - TERMS AND CONDITIONS (Continued)

1.1 Definitions (Continued)

Operator-Station Call - A service whereby the caller places a non-Person-to-Person call with the assistance of an operator (live or automated).

Person-to-Person - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Telco Card - A billing convenience whereby the End User may bill the charges for a call to an approved telephone company-issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements. Also referred to as a calling card.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Time and Charges - A service whereby the Company Operator monitors the start and stop time of the call and conveys the resulting charges to the calling party or Aggregator for the purposes of on-site payment or call accounting.

Effective Date:
January 1, 1995

Michael Gardner
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SECTION 1 - TERMS AND CONDITIONS (Continued)

1.2 Rules and Regulations1.2.1 Undertaking of ASC

ASC services and equipment are furnished to End Users for communications originating within the United States under terms of this informational tariff. The Company's services and equipment are available twenty-four hours a day, seven days a week.

ASC installs, operates, and maintains the communications services provided in this tariff for End Users in accordance with the terms and conditions set forth under this informational tariff. The Company may act as the Aggregator's agent for ordering access connection facilities provided by carriers or entities, when authorized by the Aggregator, to allow connection of an Aggregator's location to an authorized underlying carrier. The Aggregator shall be responsible for all charges due for such service arrangement.

1.2.2 Limitations

- (a) Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- (b) ASC Telecom, Inc. reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or Aggregator is using service in violation of provisions of this tariff or the law.
- (c) The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Effective Date:
January 1, 1995

Michael Gardner
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SECTION 1 - TERMS AND CONDITIONS (Continued)

1.2 Rules and Regulations (Continued)1.2.2 Limitations (Continued)

- (d) The Company reserves the right to refuse to process Credit Card or Calling Card billed calls when authorization for use of the card cannot be validated or which fail validation.
- (e) The Company reserves the right to discontinue service, limit service, or to impose requirements on Aggregators as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by ASC in its reasonable judgment.

1.2.3 Assignment or Transfer

All services provided under this tariff are directly or indirectly controlled by ASC and neither the Aggregator or the Customer may transfer or assign the use of such service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use of location of the service or facilities.

Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

1.2.4 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

Effective Date:
January 1, 1995

Michael Gardner
ASC Telecom, Inc.
8140 Ward Parkway
Kansas City, MO 64114

SECTION 1 - TERMS AND CONDITIONS (Continued)

1.2 Rules and Regulations (Continued)1.2.5 Liabilities of the Company

- (a) ASC Telecom, Inc.'s liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge for the period during which the faults in transmission occur.
- (b) The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- (c) The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Aggregator against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Aggregator; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

Effective Date:
January 1, 1995

Michael Gardner
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8140 Ward Parkway
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SECTION 1 - TERMS AND CONDITIONS (Continued)

1.2 Rules and Regulations (Continued)1.2.5 Liabilities of the Company (Continued)

- (d) The Company shall not be liable for any defacement of or damages to the premises of an Aggregator resulting from the furnishing of service which is not the direct result of the Company's negligence.
- (e) The Company may not limit liability for willful misconduct.

1.2.6 Deposits

The Company does not require a deposit from the Customer.

1.2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

1.2.8 Responsibilities of the Aggregator

Aggregators must post on or near the telephone instrument in plain view of the Consumers:

- (1) The name, address and toll-free telephone number of ASC Telecom, Inc.
- (2) A written disclosure that the rates for all operator-assisted calls are available on request, and that Consumers have a right to obtain access to the interstate common carrier of their choice and may contact their preferred interstate common carriers for information on accessing that carrier's service using that telephone; and
- (3) The name and address of the Enforcement Division of the FCC, to which the Consumer may direct complaints regarding operator services.

Effective Date:
January 1, 1995

Michael Gardner
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Kansas City, MO 64114

SECTION 1 - TERMS AND CONDITIONS (Continued)

1.2 Rules and Regulations (Continued)1.2.8 Responsibilities of the Aggregator (Continued)

Aggregators must ensure that each of its telephones presubscribed to ASC Telecom, Inc. allows the Consumer to use "800," "950," and 10XXX (where feasible) access code numbers to obtain access the provider of operator services desired by the Consumer.

No charge by the Aggregator to the Consumer for using an "800" or "950" access code number, or any other access code number, may be greater than the amount the Aggregator charges for calls placed using the presubscribed provider of operator services (ASC Telecom, Inc.).

Aggregators must comply with any access requirements or rules that the FCC sets forth.

1.2.9 Interconnection With Aggregator

The Company's facilities and service may be used with or terminated in Aggregator-provided communications systems, such as a telephone set, PBX, pay phone or key system. Such terminal equipment shall be furnished and maintained at the expense of the Aggregator, except as otherwise provided. The Aggregator is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

1.2.10 Installation and Termination

Service is installed upon mutual agreement between the Aggregator and the Company. The service agreement does not alter rates specified in this tariff.

Effective Date:
January 1, 1995

Michael Gardner
ASC Telecom, Inc.
8140 Ward Parkway
Kansas City, MO 64114

SECTION 1 - TERMS AND CONDITIONS (Continued)

1.2 Rules and Regulations (Continued)1.2.11 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized End User of the Customer by ASC Telecom, Inc. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

1.2.12 Interconnection With Carriers

Service furnished by ASC may be connected with the services or facilities of carriers or other companies. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier or company. The Aggregator is responsible for all charges billed by carriers for use in connection with ASC's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Aggregator.

1.2.13 Refusal or Discontinuance by Company

ASC Telecom, Inc. may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer or Aggregator will be given notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (a) For non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.

Effective Date:
January 1, 1995

Michael Gardner
ASC Telecom, Inc.
8140 Ward Parkway
Kansas City, MO 64114

SECTION 1 - TERMS AND CONDITIONS (Continued)

1.2 Rules and Regulations (Continued)1.2.13 Refusal or Discontinuance by Company (Continued)

- (c) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (d) For non-compliance with and/or violation of the FCC's regulations or the Company's rules and regulations.
- (e) For non-payment of bills for telephone service.
- (f) Without notice in the event of Customer or Aggregator use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (g) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (h) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Aggregator to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (i) For failure of the Aggregator to make proper application for service.
- (j) For Aggregator's breach of the contract for service between the Company and the Aggregator.
- (k) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

Effective Date:
January 1, 1995

Michael Gardner
ASC Telecom, Inc.
8140 Ward Parkway
Kansas City, MO 64114

SECTION 1 - TERMS AND CONDITIONS (Continued)

1.2 Rules and Regulations (Continued)1.2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the services provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

1.2.15 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Aggregator, or to the failure of channels, equipment or communications systems provided by the Aggregator, are subject to the general liability provisions set forth in Section 1.2.5 herein. It shall be the obligation of the Customer or Aggregator to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer or Aggregator. Before giving such notice, Aggregator shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Aggregator and connected to Company's terminal. Interruptions caused by Aggregator-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Effective Date:
January 1, 1995

Michael Gardner
ASC Telecom, Inc.
8140 Ward Parkway
Kansas City, MO 64114

SECTION 2 - DESCRIPTION OF SERVICE

2.1 Call Charges

- 2.1.1 Long distance usage charges are based on the actual usage. No fixed monthly fees or installation charges apply.
- 2.1.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 2.1.3 Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.
- 2.1.4 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

2.2 Calculation of Distance

Usage charges are based on the airline distance between the serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by area code and exchange numbers.

All calls are billed from the End User's serving wire center to the terminating point serving wire center. If a call must be transferred to a carrier for completion such that the mileage would be calculated otherwise, the End User will be informed that the rates for the call may not reflect the rates from the actual originating location and the End User must consent to the transfer.

The distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA Tariff F.C.C. No. 4, in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the originating point and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Effective Date:
January 1, 1995

Michael Gardner
ASC Telecom, Inc.
8140 Ward Parkway
Kansas City, MO 64114

SECTION 2 - DESCRIPTION OF SERVICE (Continued)

2.2 Calculation of Distance (Continued)

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating wire centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

2.3 ASC Long Distance Service

ASC Long Distance Service is provided to host locations for use by transient End Users. This service anticipates the provision of operator services and/or billing options. Service is offered under this informational tariff to Aggregators throughout the United States for interstate calling. Calls are routed over transmission and switching facilities of the underlying carrier to any valid NPA-NXX in the United States.

Calls are measured as described in Sections 2.1 and 2.2 of this tariff and are rated based on time of day, call duration and mileage. Per-minute usage sensitive charges, as well as per-call operator service charges and aggregator surcharges apply.

2.4 Description of Call Types

Credit Card - A service whereby the End User placing the call bills the call to a commercial credit card, such as MasterCard, Visa, American Express or Diners Club.

Telco Card - A service whereby the End User placing the call bills the call to a telephone company issued calling card, with or without operator assistance.

Effective Date:
January 1, 1995

Michael Gardner
ASC Telecom, Inc.
8140 Ward Parkway
Kansas City, MO 64114

SECTION 2 - DESCRIPTION OF SERVICE (Continued)

2.4 Description of Call Types (Continued)

Operator Station - A service whereby the End User places a station-to-station call which is billed via credit card, calling card, collect or third party with the assistance of an operator (live or automated).

Person-to-Person - A service whereby the End User originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. A person-to-person call may be billed to the called party, a third number, a credit card or a calling card.

Time and Charges - A service whereby the End User requests the Company to monitor the start and stop time of a call for the purpose of on-site payment and/or other call accounting purposes.

2.5 Dialing Options

The End User may choose to place a call using the following dialing options:

- 0-- Operator enters the destination number and the billing number.
- 0+- End User enters the destination number; Operator enters the billing number.
- 0++ End User enters the destination number and the billing number (Telco Card and Credit Card Calls only).

2.6 Service Availability

Interstate service is available at originating locations throughout the United States.

Effective Date:
January 1, 1995

Michael Gardner
ASC Telecom, Inc.
8140 Ward Parkway
Kansas City, MO 64114